

BERGEN COUNTY COURTHOUSE  
SUPERIOR COURT LAW DIV  
BERGEN COUNTY JUSTICE CTR RM 415  
HACKENSACK NJ 07601-7680

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (201) 527-2600  
COURT HOURS 8:30 AM - 4:30 PM

DATE: JUNE 12, 2015  
RE: TOWN OF WEST NEW YORK VS PORT IMPERIAL RACING ASSO  
DOCKET: BER L -005540 15

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS  
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON JOHN J. LANGAN

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001  
AT: (201) 527-2600.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A  
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.  
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE  
WITH R.4:5A-2.

ATTENTION:

ATT: ROBERT E. LEVY  
SCARINCI & HOLLENBECK LLC  
1100 VALLEY BROOK AVE  
PO BOX 790  
LYNDHURST NJ 07071-0790

JUBCOSO

**PARKING NOTICE**  
**Through July 31, 2015**  
Visitors to the Justice Center are  
directed to the Lot located at  
**150 River St, Hackensack.**  
Regular shuttles round trip  
available from 7:30 am to 7:00 pm

ROBERT E. LEVY, ESQ. (011501976)  
SCARINCI & HOLLENBECK, LLC  
1100 Valley Brook Avenue  
P.O. Box 790  
Lyndhurst, New Jersey 07071-0790  
T: (201) 896-4100  
F: (201) 896-8660  
Attorneys for Town of West New York  
Our File No.: 12623.5100

SUPERIOR COURT BERGEN COUNTY  
FILED

JUN 11 2015

*Tana J. Scarinci*  
DEPUTY CLERK

TOWN OF WEST NEW YORK,

Plaintiff,

vs.

PORT IMPERIAL RACING  
ASSOCIATES, LLC,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: BERGEN COUNTY  
DOCKET NO. BERGEN-L- *5340-15*

Civil Action

**COMPLAINT  
AND JURY DEMAND**

Plaintiff Town of West New York ("Town"), by and through its undersigned counsel, by way of Complaint, say as follows:

**THE PARTIES**

1. Plaintiff Town of West New York ("Town") is a municipality located in Hudson County, New Jersey, with its principal place of business located at 428 60<sup>th</sup> Street, West New York, NJ 07093.

2. Defendant Port Imperial Racing Associates, LLC ("PIRA") is a Delaware limited liability company, registered to do business in the state of New Jersey.

**FACTS AS TO ALL COUNTS**

3. In or around 2011 PIRA approached officials at the Town in an effort to negotiate the staging of Formula One Racing events within the West New York and the Township of Weehawkin ("Weehawkin").

4. In furtherance of these discussions the Town and Weehawkin approached the Board of Chosen Freeholders for Hudson County (the "Freeholders") to obtain authorization, by way of a resolution, to permit the Town and Weehawkin to enter into PIRA's proposed shared services option agreement which would allow PIRA to conduct Formula One Racing events over the streets, land and/or properties owned by the Town, Weehawkin and Hudson County, New Jersey (the "County").

5. On or about October 27, 2011, the Freeholders passed Resolution Number 471-10-2011 (the "Resolution").

6. The Resolution gave effect to the Intergovernmental Shared Services Option Agreement which established the rights and duties owed by and between the Town, Weehawkin and the County.

7. Pursuant to the Resolution, on or about November 29, 2011, PIRA, the Town and the Township of Weehawkin, New Jersey entered into a Memorandum of Understanding ("MOU") with respect to the Formula One Grand Prix of America at Port Imperial in Weehawkin and West New York.

8. On or about June 21, 2013, the Town, Weehawkin and PIRA entered into an Agreement which amended, restated and replaced the MOU (the "Agreement").

9. Pursuant to PIRA's rights from Formula One Racing to stage Formula One World Championship Limited events, the subject of the Agreement was for the annual staging of a round of the FIA Formula One World Championship in New Jersey (the "Event" or "Events").

10. Events include support and ancillary motor races and other entertainment events customary to Formula One World Championship races and provided over the course of the three-day weekend during which an Event would be staged.

11. Pursuant to Paragraph 2 of the Agreement “In advance each of Weehawkin’s and [the Town’s] associated planning and to reimburse them for their expenses incurred in connection with the review and planning of the first Event, and in order to compensate them for allowing the staging of the Events” PRIA was to compensate the Town.

12. Payments under the Agreement were merely premised on the Town engaging in planning and granting PRIA permission to conduct the first Event.

13. The Town engaged in planning of the first Event.

14. The Town granted PRIA permission to hold the first Event.

15. Pursuant to the Agreement the follow “up front payments” were due and owned to the Town:

- a. One Million Dollars (\$1,000,000), on or before January 31, 2012; and
- b. Seven Hundred Fifty Thousand Dollars (\$750,000), on or before June 30, 2013.

16. On or about January 31, 2012, PIRA tendered the first up front payment of One Million Dollars (\$1,000,000) to the Town.

17. On or about March 7, 2014, PIRA tendered a partial payment of Two Hundred and Fifty Thousand Dollars (\$250,000) to the Town.

18. In or between March 7, 2014 and March 10, 2014, the Town notified PIRA that there remained an outstanding up front payment balance of Five Hundred Thousand Dollars (\$500,000).

19. On or about March 10, 2014, via letter from Joseph DeMarco, Town Administrator for the Town, memorialized the parties agreement that PIRA would cure its breach by remitting the outstanding Five Hundred Thousand Dollars (\$500,000) up front payment on or before November 1, 2014.

20. Leo Hindery, Jr., PIRA's Managing Member acknowledged and agreed the remaining Five Hundred Thousand Dollars (\$500,000) of the second up front payment was due and owed to the Town.

21. Leo Hindery, Jr. as PIRA's Managing Member had authority to agree to a method by which to cure PIRA's breach.

22. Leo Hindery, Jr. as PIRA's Managing Member had authority to bind PIRA.

23. Leo Hindery, Jr. as PIRA's Managing Member had authority acknowledge a debt owed by PIRA.

24. The Town did not receive payment of the remaining Five Hundred Thousand Dollars (\$500,000) of the second up front payment on or before November 1, 2014, pursuant to the parties agreed upon method of curing PIRA's breach.

25. To date, PIRA has failed to cure their breach.

## COUNT I

### *Breach of Contract*

26. The Town repeats and realleges the allegations contained in paragraphs 1 through 25 as if set forth in full length herein.

27. The Agreement constitutes a valid and enforceable contract between PIRA and the Town.

28. The Town has requested and demanded payment of remaining Five Hundred Thousand Dollars (\$500,000) of the second up front payment.

29. PIRA has breached its duties to the Town by, in bad faith and without adequate justification, failing to make any such payments.

30. The Town has sustained damages which were proximately cause by PIRA's breach.

31. The Town has suffered harm from PRIA's breach of contract and is entitled to an award of damages.

## COUNT II

### *Breach of Implied Covenants of Good Faith and Fair Dealing*

32. The Town repeats and realleges the allegations contained in paragraphs 1 through 31 as if set forth in full length herein.

33. A valid contract exists between the Town and PRIA in the form of the Agreement.

34. Implied in the Agreement is a covenant of good faith and fair dealing.

35. To the extent that the express terms of the Agreement may not be adjudged to impose an express obligation upon PRIA to make any up front payments, and implied duty to make such up front payments would be implied under the circumstances.

36. PRIA has breached the implied covenant of good faith and fair dealing and of reimbursement in the Agreement by failing to remit payment of an acknowledged and agreed upon debt owed to the Town.

37. The Town has suffered harm from PRIA's breach of the implied covenants and is entitled to an award of damages.

## COUNT III

### *Unjust Enrichment*

38. The Town repeats and realleges the allegations contained in Paragraphs 1 through 37 as if set forth in full length herein.

39. By virtue of PRIA's failures and refusals to compensate the Town for the Town's efforts on PRIA's behalf, PRIA has been and will be unjustly enriched.

40. PRIA should be required to disgorge all monies, profits, and gains it has obtained and will obtain in the future to the extent that it has, and will be, unjustly enriched.

**WHEREFORE**, plaintiff the Town of West New York demands judgment against defendant Port Imperial Racing Associates, LLC as follows:

- a) Awarding plaintiff compensatory damages;
- b) Requiring defendant to disgorge monies, profits, and gains;
- c) Awarding costs of suit;
- d) Awarding attorney's fees incurred herein; and
- e) Awarding such other and further relief as this Court deems equitable and just.

**CERTIFICATION PURSUANT TO RULE 1:38-7B**

I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future.

**JURY DEMAND**

Plaintiffs demand trial by jury on all issues triable herein.

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, ROBERT E. LEVY, ESQ., is hereby designated as trial counsel.

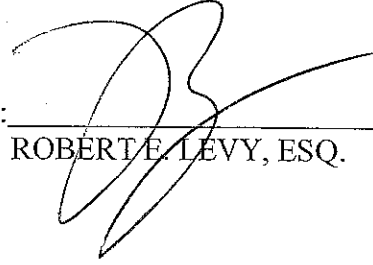
**RULE 4:5-1 CERTIFICATION**

Pursuant to the requirements of R. 4:5-1, I certify that the matter in controversy is not the subject of any other pending action or arbitration proceeding, and that I am not aware of any other parties who should be joined in this action at this time.

SCARINCI & HOLLENBECK, LLC  
Attorneys for Plaintiff

BY: \_\_\_\_\_



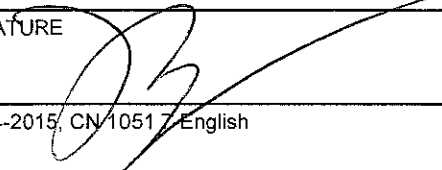
ROBERT E. LEVY, ESQ.



Dated: June 10, 2015



**Appendix XII-B1**

	<h2 style="margin:0;">CIVIL CASE INFORMATION STATEMENT (CIS)</h2> <p style="margin:0;">Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule</i> 4:5-1 Pleading will be rejected for filing, under <i>Rule</i> 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed.</p>		<b>FOR USE BY CLERK'S OFFICE ONLY</b> PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO.: AMOUNT: OVERPAYMENT: BATCH NUMBER:
	ATTORNEY/PRO SE NAME Robert E. Levy, Esq.	TELEPHONE NUMBER <b>201-896-4100</b>	COUNTY OF VENUE Bergen
	FIRM NAME (if applicable) <b>Scarinci &amp; Hollenbeck, LLC</b>		DOCKET NUMBER (When available) <b>L-5540-15</b>
	OFFICE ADDRESS <b>1100 Valley Brook Avenue P.O. Box 790 Lyndhurst, NJ 07071</b>		DOCUMENT TYPE Complaint
			JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF PARTY (e.g. John Doe, Plaintiff) TOWN OF WEST NEW YORK, PLAINTIFF		CAPTION TOWN OF WEST NEW YORK V. PORT IMPERIAL RACING ASSOCIATES, LLC	
CASE TYPE NUMBER (See reverse side for listing) 599	HURRICANE SANDY RELATED: <input type="checkbox"/> Yes <input type="checkbox"/> No	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IF YOU HAVE CHECKED "YES" SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence?) <input type="checkbox"/> YES <input type="checkbox"/> NO	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known)  <input type="checkbox"/> None <input type="checkbox"/> Unknown		
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASED IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, IS THAT RELATIONSHIP <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (Explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input type="checkbox"/> NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION			
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION:	
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE:	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule</i> 1:38-7(b).			
ATTORNEY SIGNATURE 			



## CIVIL CASE INFORMATION STATEMENT

(CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

**CASE TYPES** (Choose one and enter number of case type in appropriate space on the reverse side.)

**Track I – 150 days' discovery**

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

**Track II – 300 days' discovery**

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

**Track III – 450 days' discovery**

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

**Track IV – Active Case Management by Individual Judge / 450 days' discovery**

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

**Multicounty Litigation (MCL) (Track IV)**

- |  |   |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN              | 289 REGLAN  |
| 274 RISPERDAL/SEROQUEL/ZYPREXA         | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION                |
| 278 ZOMETA/AREZIA                      | 291 PELVIC MESH/GYNECARE                                  |
| 279 GADOLINIUM                         | 292 PELVIC MESH/BARD                                      |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 293 DEPUY ASR HIP IMPLANT LITIGATION                      |
| 282 FOSAMAX                            | 295 ALLODERM REGENERATIVE TISSUE MATRIX                   |
| 285 STRYKER TRIDENT HIP IMPLANTS       | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEP COMPONENTS |
| 286 LEVAQUIN                           | 297 MIRENA CONTRACEPTIVE DEVICE                           |
| 287 YAZ/YASMIN/OCELLA                  | 601 ASBESTOS  |
| 288 PRUDENTIAL TORT LITIGATION         | 623 PROPECIA  |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category  Putative Class Action  Title 59